

## TERMS AND CONDITIONS

### Clear Lake Independent Telephone Company and Ventura Telephone Company

- 1. TERMS AND CONDITIONS.** These Terms and Conditions (this "Agreement") govern your service relationship with Clear Lake Independent Telephone Company and Ventura Telephone Company (together with any subsidiaries or affiliates providing your service or related facilities, "we," "us," or the "Company") for regulated and nonregulated local services such as voice, video, and data and facilities ("Service"). Previously, the Company provided Service pursuant to a Local Services Tariff filed with and approved by the Iowa Utilities Board. As a result of changes to applicable law and regulations, the Company no longer files or maintains a Local Services Tariff. Instead, we now provide Service pursuant this Agreement, including the additional Terms of Service incorporated herein by reference. The following terms and provisions of this Agreement may be amended or modified from time to time as provided herein. By accepting this Agreement, you agree to abide by future amendments or modifications made at the discretion of the Company.
- 2. ACCEPTANCE.** Your acceptance of this Agreement occurs upon any of the following: (a) you provide a written or electronic signature expressly accepting this Agreement; (b) you orally or electronically order and/or activate Service; or (c) you use Service, following notification that this Agreement will apply to your ongoing use of such Service.
- 3. ADDITIONAL TERMS OF SERVICE.** We provide Service pursuant to a certificate of public convenience and necessity issued by the Iowa Utilities Board. We provide Service subject to our "Terms of Service", including: (a) this Agreement (b) our Service Catalog, which is incorporated herein by reference; (c) our applicable Service Guides and Rate Schedules, which are incorporated herein by reference and (d) applicable rules and regulations of the Iowa Utilities Board. Current versions of our Terms of Service are available in electronic form on our website at [www.CLTel.com](http://www.CLTel.com) Current versions of these documents are also available at our business office(s) and will be provided or made available to you upon request. Our Terms of Service contain the specific prices and charges, service descriptions and other terms and conditions not set forth herein which apply to Service. This Agreement incorporates by reference the prices, charges, terms and conditions included in our other Terms of Service.
- 4. RIGHTS AND RESPONSIBILITIES.** This Agreement is our standard service agreement. Under this Agreement, we agree to provide and bill for Service, and you agree to use and pay for Service, as provided herein and in our other applicable Terms of Service. Our rights and responsibilities, and your rights and responsibilities, are as set forth in this Agreement and our other applicable Terms of Service.
- 5. TERM.** This Agreement shall commence on the date of your acceptance and shall continue month-to-month (or, in some cases for an established minimum term), as provided in our applicable Terms of Service. Either party may terminate this Agreement or any Service in accordance with our applicable Terms of Service. Termination of this Agreement or any Service shall not waive or release your obligation to pay for Service provided prior to such termination as well as any other applicable fees and charges, as provided in our Terms of Service.
- 6. RATES; PAYMENT.** Nonrecurring and recurring charges for Service are as set forth in our applicable Terms of Service. Except as otherwise noted, Service pricing is exclusive of applicable local, state and federal taxes and regulatory fees, assessments and surcharges. All Service charges, along with applicable local, state and federal taxes and regulatory fees, assessments and surcharges, will be itemized on your invoice. Failure to pay invoices when due may result in late payment penalties or suspension or disconnection of Service as provided in our applicable Terms of Service.
- 7. CHANGES TO TERMS.** We reserve the right to change our Terms of Service (including rates or any other terms and conditions of Service) upon written notice to you. The notice may be provided on your monthly bill, as a bill insert, by email, on our website, or by other written communication or other form of notice permitted or required by applicable laws and regulations. If you elect not to cancel your Service and continue to use Service after the communicated effective date of any such changes, your continued use of Service will constitute acceptance of the modified Terms of Service.

8. **CHANGES TO SERVICE.** We may, from time to time, modify the Service to reflect improvements and other changes and modifications to our network. In addition, we reserve the right to discontinue or limit Service as required to comply with or satisfy our obligations under applicable laws or regulations, including when changes to or interpretations of such laws and regulations have a material, adverse effect on the business, technical or economic feasibility of providing Service, as determined by us in our reasonable judgment.
9. **ACCESS TO SERVICE PREMISES.** We may enter into, upon and over your Service premises periodically during the term of this Agreement to install, connect, inspect, maintain, repair, alter, disconnect and remove our facilities and equipment used to provide Service. To the extent the same is consistent with your ownership of the premises, you grant the Company a temporary and permanent easement to construct, install, maintain, and/or replace Service facilities and to install, connect, inspect, maintain, repair, alter, disconnect and remove all facilities and equipment necessary to provide Service. In the event you are not the owner of the premises upon which installation is requested, you warrant to the Company that you have obtained the consent of the owner of the premises for the Company to install and maintain its facilities and equipment as contemplated herein.
10. **CUSTOMER PRIVACY.** We collect personally identifiable information as needed to provide services to subscribers or to detect unauthorized reception of service. The use and disclosure of this personal data is governed by federal law, our privacy policy, and, to the extent not inconsistent with our privacy policy, by your Agreement. A copy of our privacy policy was provided to you at the time of initiating service and is available on our website. We will also send you a copy of our privacy policy if you send your written request to the address of our business office as shown on your invoice.
11. **CREDIT CHECK; DEPOSITS.** In connection with your request or application for any Service, we may conduct an investigation into your credit-worthiness, including obtaining one or more reports or ratings from one or more independent credit reporting or credit scoring agencies. We may require a deposit for you to establish or maintain Service. The deposit amount, the length of time we hold the deposit and changes to the deposit amount are determined based on your credit and payment history, our Terms of Service and any applicable laws or regulations. If Service is canceled or disconnected for any reason, we may, subject to our Terms of Service and applicable law and regulations, apply your deposit toward payment of outstanding charges.
12. **SERVICE ACCOUNTS.** Service accounts are assigned to customers only, and the customer in whose name the account is established will be treated as the account owner for all purposes. Account owners may designate one or more "authorized users" who will have access to account information and may make certain account changes in accordance with our policies and applicable laws and regulations. As the owner of the account, you are responsible for designating (or changing the designation) of any authorized users. You will hold the Company harmless from any claims arising from account instructions given or inquiries made by you or any authorized user. You are responsible for keeping all account and billing data with the Company up-to-date and accurate. Furnishing false data to the Company is grounds for immediate disconnection of Service and may subject you to civil or criminal liability.
13. **FEDERAL LIFELINE PROGRAM.** The Company is an eligible telecommunications carrier (ETC) within all or portions of its service area, meaning that it provides certain services supported by the federal Universal Service Fund, including the federal "Lifeline" program for qualifying low-income consumers. Single line, local residential service is a Lifeline-eligible service. Lifeline is a government benefit program which provides a monthly credit toward a qualified low-income subscriber's telephone bill. Only eligible low-income consumers may enroll in the Lifeline program. Consumers who meet eligibility criteria must also complete documentation necessary for enrollment. Lifeline assistance is non-transferable, and eligible subscribers may receive assistance from only one wireline or wireless telecommunications provider per household. If you believe you may qualify for the Lifeline program, please visit our website at [www.CLTel.com](http://www.CLTel.com) or contact us to discuss program details, eligibility requirements or to request a Lifeline application. Consumers who willfully make false statements in order to obtain the benefit can be punished by fine or imprisonment or can be barred from the program. To report Lifeline fraud, you may contact the Federal Communications Commission Lifeline Fraud Tip Line: 1-855-4LL-TIPS (or 1-855-455-8477) or [Lifeline@fcc.gov](mailto:Lifeline@fcc.gov).
14. **DISCLAIMER OF WARRANTIES.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN OUR TERMS OF SERVICE, WE MAKE NO WARRANTIES WITH RESPECT TO ANY SERVICE OR FACILITIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES CONCERNING THE SPECIFIC FUNCTION OF ANY SERVICE OR FACILITIES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR SPECIFIC NEEDS. TO THE

EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF SATISFACTORY QUALITY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

15. **LIMITATION ON REMEDIES.** In addition to any other limitation on remedies or limitations of liability set forth in our Terms of Service or in applicable law or regulations, the Company shall not be liable for any delay or failure to provide Service at any time or from time to time, or any interruption or degradation of Service quality that is caused by any of the following: (a) an act or omission of an underlying carrier, service provider, vendor or other third party; (b) equipment, network or facility failure, including failure caused by the loss of power; (c) equipment, network or facility upgrade or modification; (d) force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions; (e) equipment or facility shortage; (f) equipment or facility relocation; (g) any act or omission by you or any person using your Service; (h) theft, fraud or abuse of Service; or (i) any other cause that is beyond the Company's reasonable control.

THE EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ANY CLAIM UNDER THIS AGREEMENT, INCLUDING FOR ANY EXPRESS OR IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US FOR THE AFFECTED SERVICE OR FACILITIES, WHETHER SUCH CLAIM OR REMEDY IS SOUGHT IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. TO THE EXTENT PERMITTED BY LAW, WE SHALL NOT BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR TREBLED OR ENHANCED DAMAGES, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER SUCH DAMAGES ARE CLAIMED FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. **INDEMNIFICATION.** You agree to indemnify the Company and our affiliates, officers, agents and employees from any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees arising from or related to your abuse or misuse of Service, or any other violation of this Agreement or our other Terms of Service.
17. **ADDITIONAL SERVICES.** Our telecommunications and communications services are diverse, and not all services we provide are regulated services. This Agreement and the other Terms of Service identified herein apply to local exchange services regulated by the Iowa Utilities Board as well as other nonregulated services. Unless otherwise specified, nonregulated services may be subject to other service contracts or terms and conditions of service provided or made available to customers in connection with those products and services.
18. **ACCEPTABLE USE OF BROADBAND INTERNET SERVICE.** This Acceptable Use Policy ("AUP") governs Broadband Internet Service provided to you by The Company. The terms and provisions of this AUP are without limitation of any rights to suspend or terminate service that The Company otherwise possesses under this Agreement.
- a. **APPLICABILITY.** This AUP applies to you as a customer and to any other person, authorized or abusive, using your service (each such person, a "User"). For purposes of this AUP, your use includes, and you are responsible for, the use of all Users who access service through your account. It is your responsibility to take precautions to limit access to service to approved Users.
  - b. **COMPLIANCE REQUIRED.** Pursuant to your Agreement, all customers have agreed to and must comply with this AUP. Company reserves the right to terminate or suspend service immediately or to otherwise disconnect, remove, block, filter or restrict your use of service if Company determines, in its sole discretion, that such use is illegal or violates this AUP. Company will cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. If Company believes that you have used service for an unlawful or abusive purpose, Company may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to Company's forwarding of any such communications and information to these authorities. In addition, Company may provide information in response to law enforcement requests, lawful government requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to you or others. Company also reserves the right to take action

on abuse which is not specifically named in this AUP at the sole discretion of Company. Use of the Company's systems and network constitutes understanding and agreement of this policy.

- c. **PROHIBITED USES AND ACTIVITIES.** This AUP identifies certain uses and activities that Company considers to be unlawful or abusive and therefore strictly prohibited. The examples listed herein are non-exclusive and are provided solely for guidance to customers. Company, at its sole discretion, reserves the right to discontinue service for any unlawful, prohibited, or abusive use. In the event of uncertainty as to whether any contemplated use or activity is permitted, please contact a customer service representative for assistance. In addition to any other illegal or abusive uses or activities, the following constitute violations of this AUP:
- i. **Unlawful Use:** Using service in any manner that violates local, state or federal law, including without limitation using service to transmit any material (by e-mail or otherwise) whose transmission is unlawful under any local, state or federal law applicable to such transmission.
  - ii. **Copyright or Trademark Infringement:** Using service to transmit any material (by e-mail, bit torrent software, direct download, FTP sites or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of Company or any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, the digitization and distribution of copyrighted video or music, and the unauthorized transmittal of copyrighted software.
  - iii. **Violation of the Digital Millennium Copyright Act (DMCA):** Using service to circumvent any technological measures used by copyright owners to protect their works or using service to produce or disseminate technology primarily designed or produced to circumvent DMCA protections, that have only limited commercially significant purpose or use other than to circumvent; or that are marketed for use in circumventing DMCA protections.
  - iv. **Harm to Minors:** Using service to harm, or attempt to harm, minors in any way; including but not limited to activities involving child pornography or the sexual exploitation of children.
  - v. **Threats:** Using service to transmit any material (by e-mail or otherwise) that illegally threatens or encourages bodily harm or destruction of property.
  - vi. **Harassment and Cyberbullying:** Using service to transmit any material (by e-mail or otherwise) that unlawfully harasses another.
  - vii. **Fraudulent Activity:** Using service to make fraudulent offers to sell or buy products, items or services, or to advance any type of financial scam such as "pyramid schemes," "Ponzi schemes", unregistered sales of securities, securities fraud and "chain letters."
  - viii. **Forgery or Impersonation:** Adding, removing or modifying identifying network, message or article header information in an effort to deceive or mislead is prohibited while using service. Attempting to impersonate any person by using forged headers or other identifying information is prohibited.
  - ix. **Unsolicited Commercial E-mail/Unsolicited Bulk E-mail:** Using service to transmit any unsolicited commercial e-mail or unsolicited bulk e-mail. Activities that have the effect of facilitating unsolicited commercial e-mail or unsolicited bulk e-mail, whether or not that e-mail is commercial in nature, are prohibited. Using deliberately misleading headers in e-mails sent to multiple parties is prohibited.
  - x. **Intentional Network Disruptions and Abusive Activity:** Using service for any activity that adversely affects the ability of other people or systems to use service or third party Internet-based resources. This specifically but without limitation includes excessive consumption of network or system resources whether intentional or unintentional. This also includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. The transmission of viruses, malware,

or engaging in" mail bombing," "chat flooding," cybersquatting, and similar unlawful behavior is also prohibited. Attempting to circumvent user authentication or security of any host, network, or account on Company's systems or the Internet at large ("cracking"). This includes scanning or probing ports without the consent of the owner of the machine being scanned.

- x. Unauthorized Access: Using service to access, or to attempt to access without authority, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Company's or a third party's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in disruption of service or the corruption or loss of data.
  - xii. Collection of Personal Data: Using service to collect, or attempt to collect, personal information about third parties without their knowledge or consent in violation of applicable state or federal law.
- d. **NETWORK MANAGEMENT PRACTICES.** Service is available for individual customer use only and not for resale. Reselling service without Company's written authorization will be considered a violation of your Agreement and will result in termination of service. Pricing is based on contemplated usage not exceeding commercially reasonable limitations. Unlimited plans and features offered as part of any service may ONLY be used for normal residential or business use. During certain peak usage times, Company may limit data transfer speeds in a non-discriminatory fashion, which may slow the rate of streaming video or download speeds. Company will not unreasonably discriminate in the transmission of lawful network traffic, and will provide a reasonable description of network performance characteristics on our website. Company will not block access to lawful content or websites, applications, services, or non-harmful devices. Company will keep accurate records of your service location(s), quantities, and usage under your Agreement. Company reserves the right to immediately disconnect or modify your service if Company determines, in its sole and absolute discretion, that your use of service is, or at any time was, inconsistent with normal residential or business usage patterns or is otherwise in violation of this AUP. In the event your usage exceeds applicable usage limitations and as an alternative to disconnection of service, Company may offer you a revised Agreement including higher rates for usage of service that is deemed to be inconsistent with normal residential or business use. Company reserves the right to protect its network from harm, which may impact legitimate data flows. Company reserves the right to limit throughput or amount of data transferred, and to deny or discontinue service, without notice, to anyone it believes is using an unlimited data plan or feature in any manner prohibited herein or whose usage adversely impacts Company's network or service levels. You can access Clear Lake Independent Telephone Company's website at: [www.citel.com](http://www.citel.com). A free Internet speed test is available at [www.speedtest.citel.com](http://www.speedtest.citel.com).

Congestion due to malfunctioning hardware and/or software will be remedied as quickly as network engineers can diagnose and identify the offending hardware / software. Congestion due to malice will be remedied using any technique available, including protocol-aware filtering and rate-limiting, to control and limit the offending source. Clear Lake Independent Telephone Company may seek criminal charges against those who inflict network malice. Clear Lake Independent Telephone Company may also attempt to recover costs incurred from network malice.

- e. **CONTENT.** You will be liable for any and all liability that may arise out of the content transmitted by you. You shall assure that your use of service and content comply at all times with all applicable laws, regulations and written and electronic instructions for use. Company reserves the right to disconnect or suspend your service and remove your content from service if Company determines, in its sole and absolute discretion, that such use or content does not conform with any applicable law, the requirements set forth in this AUP or interferes with Company's ability to provide service to you or others. Company's action or inaction under this Section will not constitute any review, waiver or approval of your usage or content.
- f. **SERVICE MONITORING.** Company is under no obligation to monitor a customer's usage, bandwidth, transmissions and/or content of service. However, Company may monitor the usage, bandwidth, transmissions and content of service periodically to (i) comply with any necessary laws, regulations or other governmental requests or (ii) operate service properly or to protect itself, its network and its customers and

subscribers. Company reserves the right to modify, reject or eliminate any information residing on or transmitted to its server that it, in its sole discretion, believes is unacceptable or in violation of this AUP or any other terms and provisions applicable to service.

- g. **Domain Name Service.** Keeping registry information updated and accurate is the responsibility of the domain holder and not Clear Lake Independent Telephone Company or ISPN. Acceptable use of the domain name service does NOT include falsifying or omitting valid domain contact information, including the administrative, technical, zone, and billing contacts. Such usage will result in termination of service
- h. **Remote PC Support.** ISPN offers a Remote Support Service for our customers whereby customers may request on-line assistance in resolving problems with their personal computers. In order to provide this service, ISPN must be able to log into the customer's personal computer to diagnose the problem, perform such actions as ISPN believes are necessary to correct the problem, and/or recommend corrective actions to be performed by the customer or by third parties. By requesting Remote PC Support Services from ISPN customer agrees to the following:
  - i. ISPN shall be authorized to log in to the customer's personal computer in order to perform such actions as it deems necessary to diagnose the cause and extent of the problem; perform such actions as it believes are necessary to correct the problem; and/or recommend corrective actions to be performed by the customer or by third parties.
  - ii. Only qualified ISPN employees will be assigned to perform Remote PC Support Services for customers.
  - iii. Remote PC Support Services may only be provided with the customer's explicit permission and the remote session will be terminated permanently once the support issue is resolved to the customer's satisfaction.
  - iv. Company shall not be liable to customers or third parties for any loss, costs, or damage to customer's personal computer or the contents thereof caused by or resulting from ISPN's performance of Remote PC Support Services for customer, and customer shall indemnify and hold ISPN harmless therefore.
- i. **Spam Policy.** Clear Lake Independent Telephone Company does not and will not tolerate any person or company who abuses our services to transmit unsolicited commercial email or unsolicited bulk or spam email from our email servers. In addition, maintaining an open SMTP relay is prohibited. When a complaint is received, CL Tel has the discretion to determine from all of the evidence whether the email recipients were from an "opt-in" email list.
  - i. Unsolicited Bulk Email, or UBE, is Internet mail ("email") that is sent to a group of recipients who have not requested it. A mail recipient may have at one time asked a sender for bulk email, but then later asked that sender not to send any more email or otherwise not have indicated a desire for such additional mail; hence any bulk email sent after that request was received is also UBE.
  - ii. If an unsolicited commercial email or unsolicited bulk email is transmitted by any of our activated Customers, that Customer's account will be deactivated immediately. The cost of any unused monthly services including the nonrefundable setup fee, as a result of the deactivation, will not be reimbursed.
  - iii. Potential customers who solely wish to use our ISP service to send out "one-time" unsolicited bulk email should not sign up for our ISP service. To report a spammer on our server, contact [ctel@ctel.com](mailto:ctel@ctel.com).

- j. **Web/FTP Sites.** Acceptable use of Company's web/FTP space does NOT include: Distribution of illegal pornographic or otherwise indecent or offending materials, distribution of restricted software or materials in violation of copyrights or distribution licenses, or any other illegal activity prohibited under Paragraph 3, above.
- k. **Theft of Service.** You must notify Company immediately if you become aware at any time that your service is being stolen, fraudulently used or otherwise being used in an unauthorized manner. When you provide such notification, you must provide your account number and a detailed description of the circumstances of the theft, fraudulent or abusive use of service. Failure to do so in a timely manner may result in the disconnection of your service, additional charges to you, and civil or criminal liability. Until such time as Company receives notice of the theft, fraudulent use or abusive use, you will be liable for all stolen, fraudulent or abusive use of service. Company reserves all of its rights at law and equity to proceed against anyone who uses service illegally or improperly.
- l. **Indemnification.** By activating or using service, you agree to use service only for authorized, lawful purposes in accordance with this AUP and your Agreement. In addition to being subject to other remedies, liabilities and obligations under law or applicable agreements, you shall defend, indemnify, and hold Company harmless from any claims, damages, losses, or expenses (including without limitation attorneys' fees and legal costs) incurred in connection with all claims, suits, judgments and causes of action for damages arising from the breach by you or your Users of any provision of this AUP. Company shall not be liable to customers or third parties for any loss, costs, or damage to customer's personal computer or the contents thereof caused by or resulting from Company's performance of Remote PC Support Services for customer, and customer shall indemnify and hold Company harmless therefore.
- m. **Termination of Service.** Company has the right to terminate access to or use of this service as provided in this AUP and your Agreement. Access to and use of service is subject to strict compliance with law and applicable agreements.
- n. **Modifications.** Company may modify the terms and conditions of this AUP in a commercially reasonable manner from time to time and shall provide you notice of such changes by publication on our website, bill message or other commercially reasonable notice. Your use of service following such notice constitutes your agreement to the modified terms and conditions.
- o. **Survival.** The provisions of this AUP that by their sense and context are intended to survive the discontinuance or disconnection of your use of service shall survive such discontinuance or disconnection.
- p. **Governing Law.** This AUP and the relationship between you and Company shall be governed by and construed in accordance with the substantive laws of the State of Iowa, without regard to the principles of conflict of law.
- q. **No Waiver of Rights.** Company's failure to exercise or enforce any right under or provision of this AUP shall not constitute a waiver of such right or provision.
- r. **Severability.** If any part or provision of this AUP is legally declared invalid or unenforceable, that part or provision will be construed consistent with applicable law as nearly as possible, and the remaining parts and provisions will remain in full force and effect. Such invalidity or non-enforceability will not invalidate or render unenforceable any other part or provision of this AUP.
- s. **Applicability to Attached Sites.** Sites directly attached to Company backbone are expected to adhere to Company acceptable use policies. The individual who signed the contract is responsible for educating site users on acceptable use policies. Violations of the AUP by directly attached sites will be referred to the account owner for resolution. The account owner will be held responsible for any violations of the AUP.
- t. **Important Customer Information.** In addition to the terms and conditions set forth in this AUP, service is subject to your Agreement, which you should read carefully before activating or using service. For additional terms and conditions of service, refer to your Agreement, or speak with a customer service representative.

19. **GOVERNING LAW.** This Agreement, and our contractual and service relationship with you, shall be deemed to have been made in and shall be governed by and construed in accordance with the substantive laws of the State of Iowa, without regard to the principles of conflicts of law.
20. **INCORPORATION AND INTEGRATION.** This Agreement constitutes the entire agreement between the parties concerning our contractual service relationship, there being no prior written or oral promises or representations not incorporated herein or therein.
21. **NO IMPLIED WAIVER.** Our failure to exercise or enforce any provision of rights under this Agreement or our other Terms of Service shall not constitute a waiver of any such provision or right.
22. **SEVERABILITY.** If any part or provision of this Agreement, in whole or in part, to be invalid, illegal, or unenforceable by any law or regulation of any governmental or regulatory authority, or by the final determination of any court of competent jurisdiction, that part or provision will be construed consistent with applicable law or regulation as nearly as possible, and the remaining parts and provisions will remain in full force and effect. Such invalidity or non-enforceability will not invalidate or render unenforceable any other part or provision of this Agreement.
23. **ASSIGNMENT; BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns; provided, however, you may not assign or transfer your rights or obligations under this Agreement without our express written consent. Unless consent is granted, all accounts must be closed and reopened under the name of a new customer for issuance of a new account number.
24. **EQUIPMENT.** Services may require the use of equipment. In some cases, the Company may provide you with the equipment, including associated power cords, batteries, accessories, or software, with or without a separate charge. Except for any equipment purchased by you, all equipment issued by the Company remains property of the Company. You are solely responsible for returning your allotted equipment to the Company, and you agree to pay damages to repair or replace any unreturned, damaged, lost, or stolen equipment.
25. **BACKUP POWER INFORMATION.** If your home phone service is provided with our state-of-the-art fiber optic network, it requires electric power to operate. To avoid a disruption of home voice service during a power outage – and to maintain the ability to connect to 911 emergency services – we at CL Tel offer you battery backup power.
  - a. **WHERE TO OBTAIN YOUR BATTERY BACKUP.** CL Tel would like to ensure that our customers are provided reliable backup batteries that allow you to continue to use your home voice services during a power outage. That is why we provide a backup battery with each installation. Our 8 hour backup batteries last approximately 5 years, and when it becomes time to replace them, we will provide them to you at no cost. They can be shipped directly to your house, or you can pick them up at our business office. Battery installation is easy, but if you do not feel comfortable installing your own battery, we would be happy to assist you. Please note, however, that there may be a charge for installation.
  - b. **WHAT YOUR BACKUP BATTERY CAN – AND CAN'T – DO FOR YOU.** The battery offered by CL Tel is approximately one pound and is roughly the size of a juice box. Our backup batteries are expected to last at least 8 hours on standby power. That means the backup battery should give you approximately 6 hours of talk time. Our backup battery does not provide power to any services other than voice. Home security systems, medical monitoring devices, routers and other equipment will not run on a home phone backup battery.
  - c. **INSTRUCTIONS FOR PROPER CARE AND USE OF YOUR BATTERY.** Environmental factors such as temperature can shorten your battery's useful life. We recommend that you store your battery above 41°F and below 104°F. They will not last forever and should be replaced every 5 years or when your device starts to make a loud beeping sound. That sound means that the battery is depleted, and must be replaced.

**BY SIGNING YOUR INITIALS BELOW, you acknowledge that you have received information about the limitations of your phone service in the event of a power failure and have received information about the CL Tel provided backup battery used to maintain your service's function during a power outage.**



**You understand that without a backup power source, your phone service, including your ability to dial 9-1-1, may not function during a power outage. You also understand that even with a backup battery, your talk time during a power outage may be limited by multiple factors, including the condition of the battery at the time of the outage.**

Initials \_\_\_\_\_

IMPORTANT: BY SIGNING THE AGREEMENT AND/OR ACTIVATING OR USING SERVICE, YOU AGREE TO COMPLY WITH ALL OF THE APPLICABLE TERMS, CONDITIONS AND PROVISIOS CONTAINED IN THE SERVICE APPLICATION, SERVICE AGREEMENT AND ANY APPLICABLE SERVICE TARIFFS, THIS ACCEPTABLE USE POLICY, THE TERMS AND CONDITIONS OF SERVICE, AND YOUR SELECTED SERVICE PLAN OR SERVICE PACKAGE. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS OF SERVICE, PLEASE NOTIFY US PRIOR TO INSTALLATION AND WE WILL CANCEL YOUR SERVICE.

Print

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Sign

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Date

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